



Planning & Zoning

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications @wellingtonfl.gov

PART 1: PLANNING AND ZONING GENERAL APPLICATION

(Completed Part 1 and 2 of the Application is required)

INSTRUCTIONS:						
Date of required pre-application meeting:						
Please complete all questions on the application. If not applicable, indicate with N/A. Provide required attachments as shown on the checklist (Part 2)						
	as snown on the checklist (Part 2) request (Must complete Part 2 of the :	application	specific to your request):			
□ Administrative Appeal □ Administrative Variance □ Annexation □ Architectural Review Board □ Comprehensive Plan Amendment □ Conditional Use/Compatibility Determination Multiple requests may be selected.		Sub Spe Unit Con Vari	ing Text Amendment			
with a completed Part 1: Planning and Zoning General Application. Application Fee: \$ (Total fee for all requests) (Note: the application fee is an initial deposit and could be as all above applications are cost recovery.)						
I. PROP	ERTY OWNER AND AGENT INFORM	MATION				
Property Owner(s) of Record:						
Address:	City:	ST:	Zip:			
Phone:	Cell:					
Email Address:						
Applicant (if other than owner):						
Address:	City:	ST:	Zip:			
Phone:	Cell:					
Email Address:						
Agent & Company Name:						
Address:	City:	ST:	Zip:			
Phone:	Cell:					
Email Address:						
Consultants: If applicable to the requ	uest, please attach a separate list of	all consult	ants that will provide			

Authorization or Power of Attorney must be attached if applicant is other than owner.

type of professional service provided.

information on this request. Include the name, address, telephone number, and fax number as well as the

	II. REQUEST				
Α.	Describe type of request:				
	III. PROPERTY LOCATION				
A.	Is the subject property located within one mile of another municipality? [] yes [] no				
	If 'yes' please specify:				
B.	Property Control Number (PCN): If additional PCNs, list on a separate sheet and attach to the application. PCN:				
C.	Total Acreage of Subject Property				
D.	Project Name:				
E.	Project Address:				
F.	General Location Description (proximity to closest major intersection in miles or fractions thereof):				
	IV. LAND USE AND ZONING INFORMATION				
A.	Zoning Designation: Future Land Use Designation:				
В.	Existing Use(s) on Property:				
C.	Proposed Use(s):				
D.	Do you have a Zoning Confirmation for this project? If so, please attach				
	V. COMPLIANCE (Attach additional sheets if necessary)				
A.	Is property in compliance with all previous conditions of approval and/or applicable LDR requirements?				
	yes [] no. If no, please explain:				
В.	Code Enforcement Case Number(s)				
C.	Report on the status of all previous conditions of approval:				

VI. PROJECT HISTORY

List in sequence the last five approvals starting with the most recent.

Petition Number	Request	Action	Date	Resolution/ Ordinance Number

VII. ADJACENT PROPERTIES

Adjacent Property to the:	Land Use Designation	Zoning Designation	Existing Use(s) of Property	Approved Use(s) of Property*
SUBJECT SITE				
NORTH				
SOUTH				
EAST				
WEST				

VIII. OWNER/APPLICANT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Richard 'Chip' Carlson Jr., P.A. & Jennifer Vail, WGI to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the request(s) and property I/we own described in the attached application. Furthermore, as owner(s) of the subject property, I/we hereby give consent to the party designated above to agree to all terms or conditions that may arise as part of the Signature(s) of Owner(s): Print Name(s): Roger Fina - Village Professional Park, LLC
NOTARY
STATE OF Slanda COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this
(Signature of Notary) CDRA L. YANES Notary Public - State of Floring (Name – Must be typed, printed, or stamped) My Commission Expires: (NOTARY'S SEAL OR STAMP) DEBRA L. YANES Notary Public - State of Floring My Comm. Expires Sep 25, 20 Commission # FF 163639

FL-DL

IX. AGENT ACKNOWLEDGEMENT

I/We do hereby swear/affirm that I/we am/are the agent(s) for the property referenced in this application.

I/We certify that the above statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and fee become part of the official record of the Planning & Zoning Department of Wellington and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by Wellington in order to process this application.

I/We further consent to Wellington to publish, copy or reproduce any copyrighted document for any third party submitted as part of this application.

Print Name(s): Jennifer Vail - Wantman Group, Inc.
NOTARY
COUNTY OF Plu Med(N The foregoing instrument was acknowledged before me this
as identification and did/did not take an oath. My Commission Expires: Signature of Notary) Name – Must be typed, printed, or stamped) (NOTARY'S SEAL OR STAMBOY LITTLE NOTARY PUBLIC STATE OF FLORIDA

Comm# FF108252 Expires 3/31/2018



STAFF USE ONLY	
Intake Date:	
By:	
Petition #	

PART 2: ANNEXATION

I. **SUBMITTAL CHECKLIST**

_				_	
	PLEA YES	SE CHE NO	ECK N/A		
				a.	Provide five (5) copies of the following items:
					1. Completed application (Part 1 and Part 2).
					2. All warranty deeds including property control numbers or folio numbers and legal descriptions of each property.
					3. Justification statement attached to application.
					 Survey (not more than a year old) including any and all easements of record referenced by OR Book and Page, signed and sealed by a surveyor registered in the State of Florida.
				b.	Application fees.
				C.	Electronic files (PDF, JPEG, Word) of all items on the checklist, including the application, saved with proper corresponding title and legal description in Word format.
				d.	Concept master plan (24" x 36" folded) which details, in graphic and tabular form, at a minimum, the following: land use, site design, proposed building envelopes, on-site vehicle use areas, access, drainage features, preservation areas, easements, lot configuration, landscape buffer areas, roadways or any parcels of land to be dedicated to Wellington.
				e.	A list and tax map of all property owners within a five hundred (500) foot radius of boundary lines of the subject property(s) from the most recent tax roll information as provided by the Palm Beach County Property Appraiser's Office.
				f.	Three (3) sets of POSTAGE PAID envelopes with the typed names of the owners within a five hundred (500) foot radius of the boundary lines of the subject property, Wellington's return address and completed certified mail cards required.
				g.	Executed affidavit signed by the person responsible for completing the property owner list.

II. JUSTIFICATION STATEMENT (Attach five (5) copies to application)

The applicant shall provide a written Justification Statement to explain how the request conforms to the following:

- A. That the area in question meets statutory requirements pertaining to contiguity, compactness and irregular shape.
- B. That the petitioned area must have a "unity of interests with Wellington" and be "logical extension" of Wellington's boundaries.
- C. That the area shall have a growth potential sufficient to warrant the extension of services.
- D. That the deficit of income against expense to Wellington shall not be unreasonable.
- E. That the advantages both to Wellington and to the petitioned area must outweigh the disadvantages.
- F. That Wellington must be willing and able to provide Wellington services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.

V. NOTICE AFFIDAVIT teve Gra Before me this day personally appeared duly sworn, deposes and says: 1. The accompanying Property Owners List is, to the best of his/her knowledge, a complete and accurate list of all property owners, mailing addresses and property control numbers as recorded in the latest official tax rolls of the Palm Beach County Property Appraiser for all property within five hundred (500) feet of the below described parcel of land. 2. The accompanying Property Owners List included, to the best of his/her knowledge, all affected municipalities and/or counties, in accordance with Wellington notice requirements and/or policies. 3. A tax map highlighting the properties located within five hundred feet of the parcel of land that is the subject of the request is attached as part of this application. The accompanying Property Owner's list contains the required information for all properties highlighted on the tax map. Public notice, which is his/her obligation to provide, will be in accordance with Wellington 4. requirements. The property in question is: [] legally described as follows [\sqrt{see} attached legal description Signature Print, type or stamp name here NOTARY STATE OF The foregoing instrument was acknowledged before me this __ who is personally known to me or has as identification and who did/did not take an produced oath. person taking Acknowledgement My Commission Expires: 3-31-18



JUSTIFICATION STATEMENT Village Professional Park, LLC Annexation Village of Wellington, Florida

Initial Submittal: August 13, 2015

REQUEST

Village Professional Park, LLC, a Florida limited liability company, ("Owner") is requesting that the Village of Wellington annex property that is currently in unincorporated Palm Beach County, located approximately 600 feet west of State Road 7, and 2,500 feet north of Forest Hill Blvd. The subject property is identified by the Property Control Number 00-42-43-27-05-018-0110 ("Property").

SITE CHARACTERISTICS AND SURROUNDING USES

The Property is vacant and is approximately 10.5 acres. The existing Palm Beach County Zoning District is PO (Public Ownership) with a Future Land Use designation of LR-2 (Low Residential, 2 units per acre). The following describes the surrounding uses:

	SUBDIVISION/USE	EXISTING USE	FLU	ZONING
NORTH	Vacant	Vacant	LR-2 (PB County)	AR (PB County)
SOUTH	Vacant	Vacant	MXD	MUPD
EAST	Storage/Warehouse	Storage/Warehouse	CH (PB County)	MUPD (PB County)
WEST	Vacant/Retention Lake	Vacant/Retention Lake	MXD	MUPD

PROJECT HISTORY

On November 6, 1973 the property was approved for a rezoning from AG (Agricultural District) to PO (Public Ownership District). No other development orders have been issued on the Property.

CONFORMANCE

The Village of Wellington identifies certain criteria that the request must conform to when reviewing an Annexation application. The following are the Applicant's responses to these standards:

A. That the area in question meets statutory requirements pertaining to contiguity, compactness and irregular shape.

The contiguous land to the west and south of the Property are within the municipal limits of Wellington. This annexation will extend the existing boundary of Wellington approximately 660 feet north and 660 feet east, essentially shifting what is currently a compact boundary. The annexed area, being the addition of essentially a square, is not irregular in shape.

B. That the petitioned area must have a "unity of interests with Wellington" and be "logical extension" of Wellington's boundaries.

The Property is subject of a requirement agreed upon by Wellington and Palm Beach County that the Property be annexed into the Village, and that all development orders on the Property be issued by the Village. At the behest of Wellington, this requirement was included in the agreement by which the Owner acquired the Property from the County and provides specifically:

"ANNEXATION OF THE PROPERTY: The Buyer acknowledges that the Property has been identified for future annexation into the Village of Wellington and agrees to consent to the Property being annexed into the municipal boundary of the Village of Wellington. Application for all required development approvals are to be submitted and processed through the Village of Wellington. The foregoing shall survive closing." (Paragraph 7, Deposit Receipt and Contract for Sale and Purchase, approved by Palm Beach County by Resolution No. R-2015-0234, February 3, 2015).

C. That the area shall have a growth potential sufficient to warrant the extension of services.

The Owner proposes to include the Property as a portion of the currently-approved MUPD lying south and west of the Property, and amend that MUPD to an MXPD. Being in close proximity to existing commercial and institutional development, the Property has significant growth potential. The Property is within the newly-extended Acme Improvement District, which has drainage and utility services within approximately 700 feet of the Property and which are able to serve the Property. Services will be extended as part of the development of the MXPD.

D. That the deficit of income against expense to Wellington shall not be unreasonable.

The Property will have tax benefits to the Village comparable to other institutional uses found throughout the Village, and which are certainly reasonable tax generators for the Village.

E. That the advantages both to Wellington and to the petitioned area must outweigh the disadvantages.

By including the Property in the municipal limits, Wellington will control the land use and zoning on the Property. By including the Property in the mixed-use development to the south and west of the Property, the Property enjoys the benefits of being part of a master-planned community.

F. That Wellington must be willing and able to provide Wellington services as well as ensure that services provided by Palm Beach County are furnished to the newly annexed area within a reasonable time.

As noted above, Acme Improvement District recently acquired jurisdiction over the Property. Acme has drainage facilities available to the Property through Acme's canal system. Water and sewer facilities are located within 700 feet of the Property, and adjacent to the project that the Owner proposes to include this Property in. Other municipal services are provided to nearby properties, including the Wellington Regional Medical Center to the south, Wellington Reserve Office Park approximately 660 feet north of the Property, Black Diamond and Wellington's Edge, both of which are approximately 1300 feet to the west of the Property.

CONCLUSION

The Property meets all statutory requirements for annexation and the Owner respectfully requests the annexation of the Property.

AST GUARANTY & TITLE, INC. 824 U.S. Highway 1, Suite 345

North Palm Beach, Florida 33408

2015 02008 PREPARED BY AND RETURN TO: Margaret Jackson, Contract Analyst PALM BEACH COUNTY PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633\Vista Parkway

West Ralm Beach, FL 33411-5605

PCN: 90-42-43-27-05-018-01 Closing Date: 3/30/301.5 Purchase Price\$1,150,000,00

CFN 20150128624 27457 PG 0001 RECORDED 04/10/2015 09:36:38 Palm Beach County, Florida ART 1, 150, 000.00 Doc Stamp 8,050.00 Sharon R. Bock, CLERK & COMPTROLLER Pgs 0001 - 2; (2pgs)

COUNTY DEED

1

COUNTY DEED, made Fb 3, 2015 , by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners. whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33415-5605, "County", and Village Professional Park, LLC, a Florida limited liability company, whose legal mailing address is 10321 West Atlantic Avenue, Delray Beach, Florida 33446, "Grantee".

WITNESSETH:

That County for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida;

See Exhibit "A" attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) interest in, all the phosphate. minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (½) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BO.

Deputy Cl

AND LEGAL

ounty Attorney

PALM BEACH COUNTY, a political

subdivision of the State of Florida

Shelley Vana, Mayor

(OFFICIAL SEAL)

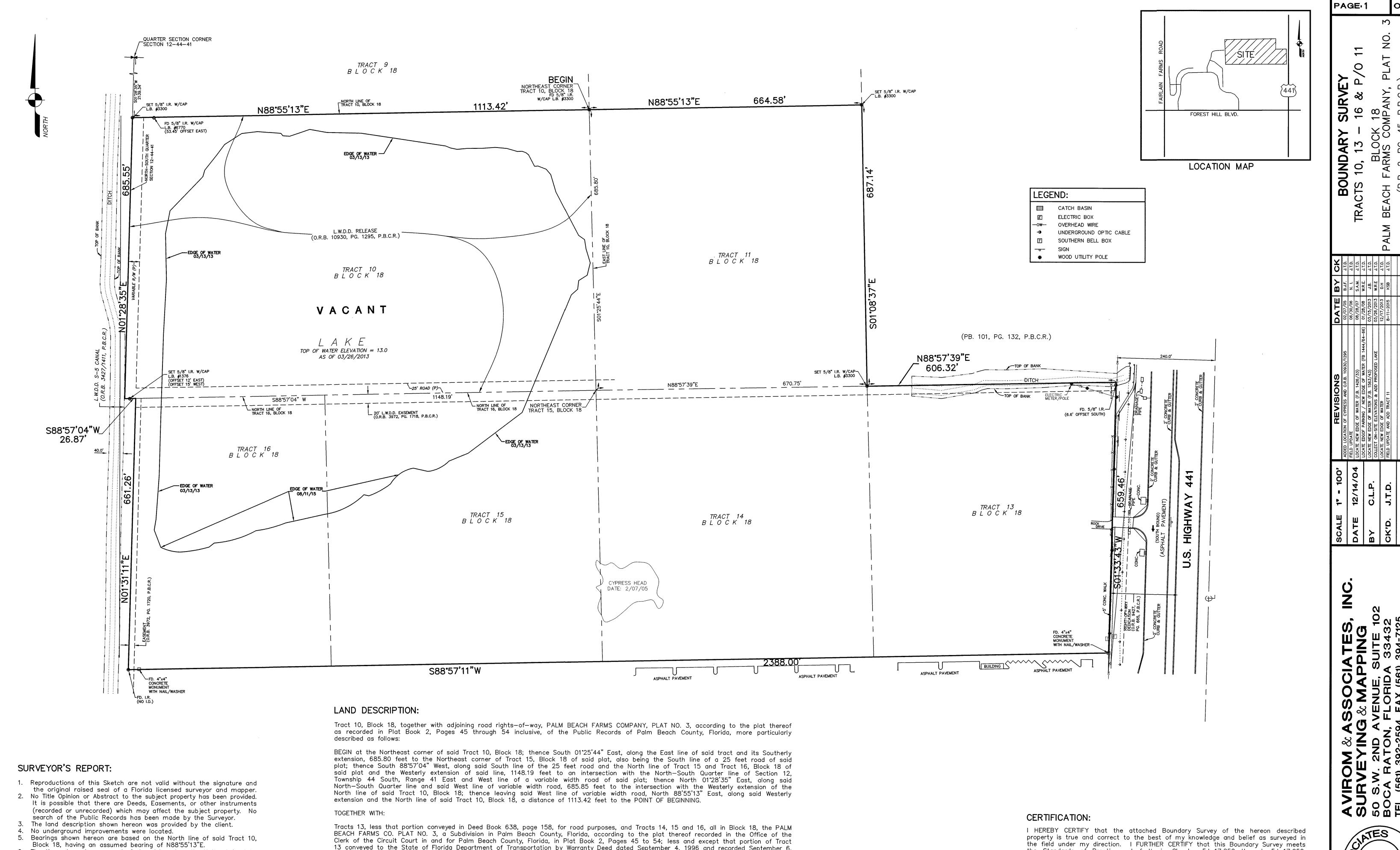
Exhibit "A"

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 1 of the Public Records of Palm Beach County, Florida.

PCN: 00-42-43-27-05-018-0110

LEGAL DESCRIPTION:

Tract 11, Block 18, PALM BEACH COUNTY FARMS COMPANY PLAT No. 3, as recorded in Plat Book 2, Pages 45 to 54 of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817, in the Tax Deed recorded in Deed Book 987, Page 11, of the Public records of Palm Beach County, Florida.



13 conveyed to the State of Florida Department of Transportation by Warranty Deed dated September 4, 1996 and recorded September 6,

Tract 11, Block 18, PALM BEACH COUNTY FARMS COMPANY PLAT No. 3, as recorded in Plat Book 2, Pages 45 to 54 of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817, in the Tax Deed recorded in

1996 in Official Records Book 9427, page 665 of the Public Records of Palm Beach County, Florida.

Deed Book 987, Page 11, of the Public records of Palm Beach County, Florida.

Containing 2,806,600 square feet (64.4306 acres) more or less as described above.

TOGETHER WITH:

Block 18, having an assumed bearing of N88°55'13"E.

Verical Datum of 1929 (NGVD 1929).

Drainage District; P/O = Portion of.

9. Site Plan was provided by the client.

Brass Disc stamped "BARRETT" (EL.=19.61')

6. Elevations shown hereon are in feet and based on the National Geodetic

7. Benchmark Reference: Palm Beach County Engineering Department

8. Abbreviation Legend: C.B.S.= Concrete, Block & Stucco; conc.= Concrete; FD.= Found; I.R.= Iron Rod; L.B.= Licensed Business; P.B.= Plat Book;

P.B.C.R.= Palm Beach County Records; PG.= Page; P.L.S.= Professional

Land Surveyor; R/W= Right-of-Way; P.= Per Plat; L.W.D.D.= Lake Worth

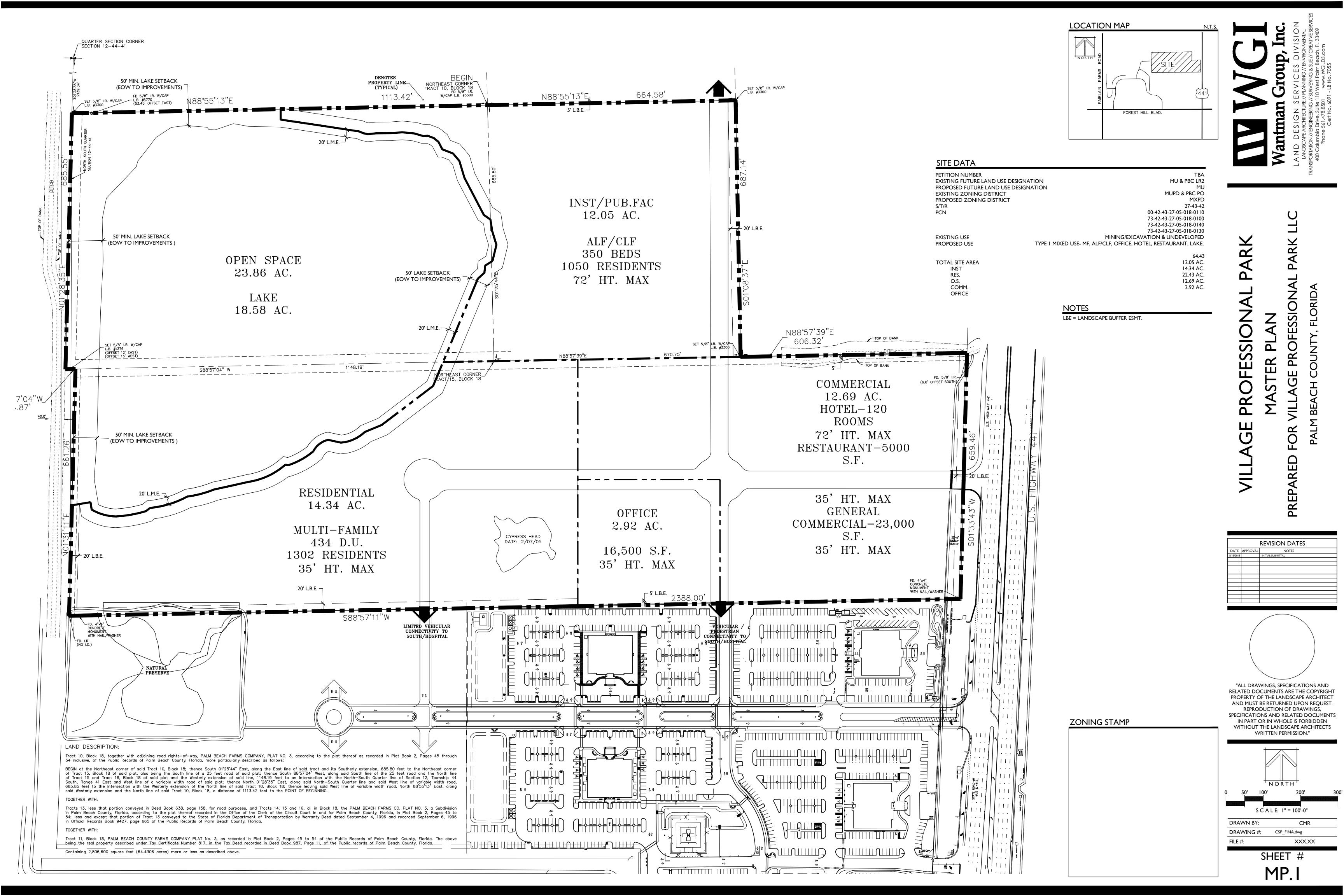
OF: 1

AVIROM & ASSOCIATES, INC. ALL AVIROM & ASSOCIATES, INC. AND SHOULD PROPERTY OF THE PRO

property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5J—17.050 through 5J—17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



JOHN T. DOOGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC. L.B. No. 3300



R 2 0 1 5 4 0 2 3 4 DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made FEB 0 3 2015, by and between the Seller and the Buyer as follows:

SELLER: Palm Beach County, a political subdivision of the State of Florida

ADDRESS: Property and Real Estate Management

2633 Vista Parkway

West Palm Beach, FL 33411-5605

BUYER: Village Professional Park, LLC, a Florida limited liability company

NAME (as you want it to appear on deed)

ADDRESS: 10321 West Atlantic Avenue

Delray Beach, Florida 33446

20-4034807

(F.E.I.N. or SOCIAL SECURITY NO.) (on file)

(Social Security Numbers are to be provided separately and will be kept confidentially at the PREM office.)

1. <u>AGREEMENT TO SELL</u>: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

- 2. <u>PURCHASE PRICE</u>: The purchase price of the Property shall be <u>One Million</u> <u>One Hundred Fifty Thousand Dollars and 00/100 (\$1,150,000.00)</u> and shall be paid in the form of a cashier's check payable to Palm Beach County in the following manner:
- A. <u>Deposit</u>: Buyer deposits herewith: <u>One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00)</u> representing ten percent (10%) of the total purchase price as earnest money made payable to Palm Beach County.
- B. <u>Balance</u>: The balance of the purchase price in the amount of <u>One Million Thirty-Five Thousand Dollars and 00/100 (\$1,035,000.00)</u> shall be payable at closing by locally drawn cashiers check, subject to prorations as provided herein plus closing costs and other associated costs.

The Buyer is responsible for arranging any necessary financing. The Buyer acknowledges that this Agreement is not contingent on financing.

- 3. <u>CLOSING</u>: This Agreement shall be closed and the deed delivered within the later of 45 days of the Effective Date of this Agreement, or satisfaction of the Contingencies to Closing, Exhibit "B" attached hereto and made a part hereof (if any), but in no event later than 18 months after the Effective Date of this Agreement. The following are additional details of closing:
- A: <u>Time and Place</u>: The closing will be held at the office of the Property & Real Estate Management Division located at 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer.
- B. <u>Conveyance</u>: At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Exhibit "C" conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of



any kind whatsoever. Buyer acknowledges that Seller is selling the property without making any representation or warranty regarding access to the Property, the sufficiency of access to the Property for development purposes, or Buyer's ability to obtain access to the Property suitable for development of the Property. Seller shall be responsible for preparation of the deed which will be in accordance with Florida Statutes Section 125.411. Seller shall convey the Property with a reservation of mineral and petroleum rights pursuant to Florida Statutes Section 270.11. Buyer hereby petitions Seller to convey the Property without reservation of and to release the rights of entry and exploration relating to such mineral and petroleum rights. Seller hereby finds that conveyance without such rights of entry and exploration is appropriate and justified in light of the impact reservation of such rights of entry and exploration would have upon the marketability, value and development potential of the Property.

- C: <u>Expenses</u>: The Buyer shall pay all costs of closing, and any other costs associated with this sale except Seller shall pay the cost of the owner's title insurance policy in the amount of the Purchase Price. Buyer and Seller shall each execute closing statements prepared in accordance with the terms hereof.
- 4. <u>EVIDENCE OF TITLE:</u> The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record that do not render title unmarketable. Buyer agrees that for purposes of this Agreement the limitations regarding access to and from the Property shall not render title unmarketable.

Within fifteen (15) days after the Effective Date of this Agreement, Seller shall deliver to Buyer an owner's title insurance commitment issued by Chicago Title Insurance Company, together with legible copies of all exceptions to coverage reflected therein, agreeing to issue to the Buyer upon the recording of the County Deed to the Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the Buyer to the Property subject to an exception to coverage for the right of access to and from the Property, and subject to all matters of record. The cost of said commitment and policy and any premium therefor shall be borne by Seller.

Buyer shall have ten (10) days after receipt from Seller of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any matter that renders the title unmarketable (unrelated to access), Buyer shall have the right to terminate the Agreement. If Buyer does not terminate the Agreement by the end of the ten (10) day review period, Buyer shall be deemed to have accepted the condition of title to the Property.

- 5. <u>REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES</u>: The Seller agrees to pay all outstanding real estate taxes if any, prorated up to the day of closing. The Buyer agrees to take title to the Property subject to zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, conditions, limitations and other matters of record.
- 6. A: <u>CONDITION OF THE PROPERTY</u>: The Buyer acknowledges that he has inspected the Property, and agrees to accept the Property in its "<u>AS IS CONDITION</u>" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the property, access to the property, the environmental condition of the property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claim



it has, might have had or may have against the Seller with respect to this transaction or the Property, including without limitation, its value, title, suitability, zoning, access, or its environmental or physical condition either patent or latent. Buyer agrees to execute at closing an acknowledgment in the form attached hereto as Exhibit "D" attesting to said waiver and release.

- B: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 7. ANNEXATION OF THE PROPERTY: The Buyer acknowledges that the Property has been identified for future annexation into the Village of Wellington and agrees to consent to the Property being annexed into the municipal boundary of the Village of Wellington. Application for all required development approvals for the Property are to be submitted and processed through the Village of Wellington. The foregoing shall survive closing.
- 8. <u>BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS</u>: Buyer represents that simultaneously with Buyer's execution of this Agreement, Buyer has executed and delivered to Seller the Buyer's Disclosure of Beneficial Interests attached hereto as Exhibit "E" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Buyer. Buyer warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Buyer after the date of execution of the Disclosure and prior to Closing, Buyer shall immediately, and in every instance, provide written notification of such change to the Seller in the manner required by Section 16 of this Agreement. Buyer shall deliver to Seller at Closing a Disclosure that accurately discloses the beneficial interests in the ownership of the Buyer at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure.
- 9. <u>RISK OF LOSS</u>: Buyer assumes all risk of loss with respect to the Property from and after the date of execution of this Agreement by the Buyer.
- 10. <u>DEFAULT</u>: If the Buyer fails to perform any covenants or obligation of this Agreement, the earnest money deposit paid (the "Liquidated Sum"), or agreed to be paid, shall be retained by the Seller as agreed upon liquidated damages as consideration for the execution of this Agreement and full settlement of any claims arising from or related to this Agreement. Buyer and Seller specifically understand and agree that: i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; ii) the actual damages that the Seller may suffer if Buyer defaults are impossible to ascertain precisely and, therefore, the Liquidated Sum represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. If Seller fails to perform any covenants or obligation of this Agreement, the deposit, together with interest thereon at the rate of 12% per annum, shall be returned to Buyer. In either of the foregoing events, all parties shall be released from their rights and obligations under this Agreement. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.
- 11. <u>SUCCESSORS</u>: Upon execution of this Agreement by the Buyer, this Agreement shall be binding upon and inure to the benefit of the Buyer, his heirs, successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.



- 12. <u>RECORDING</u>: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.
- 13. <u>ASSIGNMENT</u>: This Agreement may not be assigned by the Buyer, without Seller's written consent, which may be granted or withheld by Seller in its sole and absolute discretion.
- 14. <u>TIME OF THE ESSENCE</u>: Time is of the essence in the performance of this Agreement.
- 15. <u>AMENDMENTS</u>: This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.
- 16. <u>SURVIVAL</u>: The covenants of this Agreement will survive delivery and recording of the deed and possession of the property.
- 17. <u>BROKERS & COMMISSIONS</u>: Buyer shall be solely responsible to pay any real estate commissions or finder's fees contracted for by Buyer or otherwise resulting from this transaction. Buyer shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed.
- 18. <u>NOTICES</u>: All notices, requests, demands and other communication hereunder shall be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid to the addresses indicated on the first page of this Agreement or to such other addresses as shall be furnished in writing by either party to the other. All such notices shall be effective upon receipt, or the date which the postal authorities designate the notice as undeliverable as evidenced by the return receipt.
- 19. <u>CHOICE OF LAW AND CONSTRUCTION</u>: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

- 20. <u>FURTHER ASSURANCES</u>: Buyer agrees to execute and deliver to the Seller such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.
- 21. <u>NON-DISCRIMINATION</u>: The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

Pursuant to Resolution R-2014-1421, as may be amended, Buyer has either provided a copy of Buyer's non-discrimination policy which is consistent with the policy of Palm Beach

4

County stated above, or has provided a signed statement statement affirming Buyer's non-discrimination policy is in conformance with Palm Beach County's policy.

- 22. <u>NO THIRD PARTY BENEFICIARY</u>: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Seller or employees of Seller or Buyer.
- 23. <u>HEADINGS</u>: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.
- 24. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
- 25. <u>EFFECTIVE DATE OF AGREEMENT</u>: The obligations of Buyer under this Agreement are contingent upon the approval hereof by the Board of County Commissioners of Palm Beach County Florida. The Effective Date of this Agreement shall be the date of execution by the Board of County Commissioners.
- 26. <u>DISCLAIMER</u>: All documents and information provided by Seller related to RFP 2014-103-MJ, whether said documents and information are written, oral or otherwise, are provided solely as an accommodation and for informational purposes only, and Seller has not made any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. Seller shall have no liability whatsoever and Buyer hereby releases Seller from any and all liability relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered	Date of Execution by Buyer:
in the presence of:	JAN 13 ,2015
(Witness) (Witness) (Witness) (Witness) (Witness) (Print name)	Village Professional Park, LLC, a Florida limited liability company By: NAME: Roger Fina TITLE: It's Manager ("Buyer")
	(SEAL)
ATTEST: SHARON R. BOCK	Date of Execution by Seller: FEB 0 3 20150 R 2 0 1 5 10 2 3 4 PALM BEACH COUNTY, a political
CLERK & COMPTROLLER	subdivision of the State of Florida
By: Deputy Clerk	By: Shelley Vana, Mayor ("Seller")
APPROVED AS TO FORM AND	APPROVED AS TO TERMS
LEGAL SUFFICIENCY	AND CONDITIONS
By: Assistant County Attorney	By: Zet Ahm Wort Department Director

G:\PREM\RFP\2014\Wellington Parcels\Agreement.1-9-2015.hf app 1-12-2015.docx



EXHIBIT "A"

LEGAL DESCRIPTION

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.



EXHIBIT "B"

CONTINGENCIES TO CLOSING (if any)

NONE



EXHIBIT "C"

COUNTY DEED

PREPARED BY AND RETURN TO:	
PALM BEACH COUNTY PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633 Vista Parkway West Palm Beach, FL 33411-5605	N
PCN:	
	UNTY DEED
BEACH COUNTY, a political subdi address is 301 North Olive Avenue,	by PALM vision of the State of Florida, whose legal mailing West Palm Beach, Florida, 33401-4791, "County", whose legal mailing address is".
WI	TNESSETH:
That County, for and in cons (\$10.00) to it in hand paid byacknowledged, has granted, bargained assigns forever, the following describe Florida:	ideration of the sum of Ten and 00/100 Dollar, the receipt whereof is hereby and sold to, its successors and bed land lying and being in Palm Beach County
See Exhibit "A"	attached hereto and made a part hereof.
three-fourths (¾) interest in, and title is all the phosphate, minerals, and metals an undivided one-half (½) interest in a land. The aforementioned reservation shall not include, and County hereby	ounty, its successors and assigns, an undivided in and to an undivided three-fourths (¾) interest in that are or may be in, on, or under the said land and all petroleum that is or may be in, on, or under said of phosphate, mineral, metals and petroleum rights expressly releases, any and all rights of entry and hosphate, mineral, metals and petroleum rights.
	ounty has caused these presents to be executed in its sioners acting by the Mayor or Vice Mayor of said
ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Shelley Vana, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	(OFFICIAL SEAL)
By: Assistant County Attorney	

Exhibit "A"

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

EXHIBIT "D"

"AS IS" ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT is made this	day of,
20 by	("Buyer")
to PALM BEACH COUNTY, FLORIDA, a political su	bdivision of the State of Florida
("Seller").	
WITNESSETH:	
WHEREAS, Buyer and Seller have entered into	that certain Deposit Receipt and
Contract for Sale and Purchase dated	, 20 (Resolution No.
R (the "Agreement") whereby Seller agreement	eed to sell and Buyer agreed to
buy, for the sum of	(\$),
acre(s) of surplus land in	located in
Section 12, Township 44, Range 41, Palm Beach C	County ("Property"), and more
particularly described as follows:	

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

WHEREAS, the Agreement states that Buyer shall purchase the Property and any improvements in an "AS IS CONDITION", without warranties and/or representations and shall acknowledge the foregoing at the closing of the transaction.

NOW THEREFORE, in consideration of the conveyance of the Property, Buyer hereby acknowledges to Seller as follows:

- 1. The facts as set forth above are true and correct and incorporated herein.
- 2. The Buyer acknowledges that it has inspected the Property and hereby accepts the Property in "AS IS CONDITION". Buyer further acknowledges that the Seller has made no warranties or representations of any nature whatsoever regarding the Property including, without limitation, any relating to its value, Seller's title to the Property, access to the Property, the environmental condition of the Property, the physical

condition of the Property, its zoning, any improvements located thereon, or the suitability of the Property or any improvements for Buyer's intended use of the Property.

- 3. Without in any way limiting the generality of the preceding paragraph, Buyer specifically acknowledges and agrees that upon Seller's conveyance of the Property to Buyer, Buyer waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to this transaction or the Property.
- 4. This Acknowledgment will survive delivery and recording of the County Deed and possession of the Property by the Buyer.

IN WITNESS WHEREOF, Buyer has caused this Acknowledgment to be executed on the day and year first aforesaid.

in the presence of:

Witness Signature

By:
Buyer

Print Name

By:
Buyer

Print Name

Print Name

Print Name

Print Name

G:\PREM\STANDARD DOCUMENTS\AS-IS ACKNOWLEDGMENT(04-2006).DOC

Signed, sealed and delivered

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

EXHIBIT "E"

DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

EXHIBIT "A"

PROPERTY

Tract 11 of Block 18, Palm Beach Farms Company Plat No. 3 as recorded in Plat Book 2, Pages 45 to 54, of the Public Records of Palm Beach County, Florida. The above being the real property described under Tax Certificate Number 817 in the Tax Deed recorded in Deed Book 987 Page 11 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

0.75 (0.16)

SCHEDULE TO BENEFICIAL INTERESTS IN (Buyer)

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENT	AGE OF INTEREST		
R040	To Fiva 1044	W. AR AVE	DEIRAY BOX	7133446	100%
7					
		···			
			·····		
	\				
	$\overline{}$				
			é ^k		
			-		
-			- 4 i.u 		
			\		

Property Appraiser GIS - Property Detail list by parcel control number

Buffer:			
00424327050180110	Acres 9.92 Sales instr CO	MTG	PALM BEACH FARMS CO PL NO 3
VILLAGE PROFESSIONAL PARK LLC	Value \$ 918,645.00 Price \$1,150,000.00	PUSE CITY INC NONMUNI	TR 11 BLK 18
10321 W ATLANTIC AVE	Taxbl \$ 0.00 Date 3/20/2015	TaxDist 00196	
	Bldg \$ 0.00 Book 27457		
DELRAY BEACH FL 33446 9753	Land \$ 918,645.00 Page 1	NAV	
Buffer: 500			
00414412150000010	Acres 2.00 Sales instr	MTG	VENRA DEVELOPMENT LLC
VENRA DEVELOPMENT LLC	Value \$ 2,636,409.00 Price \$	PUSE PROF OFFICES	LT 1
1157 S STATE ROAD 7	Taxbl \$ 2,636,409.00 Date	TaxDist 00196	
	Bldg \$ 1,669,182.00 Book		
WELLINGTON FL 33414 6101	Land \$ 967,227.00 Page	NAV	
00414412150010000	Acres 0.51 Sales instr	MTG	VENRA DEVELOPMENT LLC
VENRA DEVELOPMENT LLC	Value \$ 0.00 Price \$	PUSE RIVER/LAKES	TR A K/A STORMWATER MGMT
1157 S STATE ROAD 7	Taxbl \$ 0.00 Date	TaxDist 00196	
	Bldg \$ 0.00 Book	NAV	
WELLINGTON FL 33414 6101	Land \$ 0.00 Page	NAV	
00414412160010010	Acres 4.48 Sales instr	MTG	WELLINGTON MUPD
WELLINGTON STORAGE	Value \$ 5,743,111.00 Price \$	PUSE WAREH/DIST TERM	PAR A (LESS NLY 164.43 FT OF ELY 482.17 FT AS IN
751 PARK OF COMMERCE DR STE 1	Taxbl \$ 5,743,111.00 Date	TaxDist 00196	OR18091P1084)
POCA PATON EL 22407 2626	Bldg \$ 4,568,197.00 Book	NAV	
BOCA RATON FL 33487 3626	Land \$ 1,174,914.00 Page	IVAV	
00414412160010020	Acres 1.76 Sales instr WD	MTG	WELLINGTON MUPD
1221 SR 7 LLC	Value \$ 2,129,719.00 Price \$3,675,000.00	PUSE OFFICE MULTISTORY	NLY 164.43 FT OF ELY 482.17 FT OF TR A AS IN
2200 BUTTS RD STE 300	Taxbl \$ 2,129,719.00 Date 6/11/2015	TaxDist 00196	OR18091P1084
	Bldg \$ 1,277,870.00 Book 27609	****	
BOCA RATON FL 33431 7453	Land \$ 851,849.00 Page 1897	NAV	

Property Appraiser GIS - Pr	eporty weeds that by p			
00414412160120000	Acres 0.81	Sales instr	MTG	WELLINGTON MUPD
WELLINGTON STORAGE	Value \$ 0.00	Price \$	PUSE RIVER/LAKES	TR L K/A WATER MGMT
751 PARK OF COMMERCE DR STE 128	Taxbl \$ 0.00	Date	TaxDist 00196	
DOCA DATON EL 22407 2622	Bldg \$ 0.00	Book	NAV	
BOCA RATON FL 33487 3623	Land \$ 0.00	Page	NAV	
<u>00424327050180071</u>	Acres 4.89	Sales instr WD	MTG	PALM BEACH FARMS PL NO 3 N 330 FT OF TR 7 (LESS ELY
FOUR FOUR ONE PARTNERS INC	Value \$ 178,859.00	Price \$611,250.00	PUSE VACANT COMMERCIAL	240.19 FT SR 7 R/W) BLK 18
17484 67TH CT N	Taxbl \$ 178,859.00	Date 6/4/2004 1	TaxDist 00196	
	Bldg \$ 0.00	Book 17529		
LOXAHATCHEE FL 33470 3239	Land \$ 178,859.00	Page 1281	NAV	
00424327050180072	Acres 29.75	Sales instr WD	MTG	PALM BEACH FARMS CO PL NO 3 TR 7 TO 9 INC (LESS N 330.
FOUR FOUR ONE PARTNERS INC	Value \$ 870,522.00	Price \$482,700.00	PUSE VACANT COMMERCIAL	FT OF TR 7, W 15 FT TR 9 & ELY240.19 FT SR 7 R/W) BLK 18
17484 67TH CT N	Taxbl \$ 870,522.00	Date 5/1/1986 1	TaxDist 00196	,
	Bldg \$ 0.00	Book 04872		
LOXAHATCHEE FL 33470 3239	Land \$ 870,522.00	Page 1336	NAV	
73424327050180100	Acres 17.79	Sales instr	MTG	PALM BEACH FARMS CO PLAT NO 3
B & T FARMS INC &	Value \$ 5,337.00	Price \$	PUSE RIVER/LAKES	TR 10 BLK 18, 25 FT STRIP LYG S OF & ADJ TO & 27.42 FT STR
10321 W ATLANTIC AVE	Taxbl \$ 5,337.00	Date	TaxDist 73486	LYG W OF & ADJ TO
	Bldg \$ 0.00	Book		
DELRAY BEACH FL 33446 9753	Land \$ 5,337.00	Page	NAV	
73424 <u>327050180130</u>	Acres 8.76	Sales instr WD	MTG	PALM BEACH FARMS CO PL NO 3 TR 13 (LESS E 215.18 FT SR
R & J FARMS INC TR	Value \$ 1,402,329.00	Price \$400,000.00	PUSE VACANT COMMERCIAL	R/W)
10321 W ATLANTIC AVE	Taxbl \$ 1,402,329.00	Date 8/1/1999 1	TaxDist 73486	• •
	Bldg \$ 0.00	Book 11315		
DELRAY BEACH FL 33446 9753	Land \$ 1,402,329.00	Page 0795	NAV	
73424327050180140	Acres 27.24	Sales instr WD	MTG	PALM BEACH FARMS CO PL NO 3
R & J FARMS INC TR	Value \$ 3,920,511.00	Price \$400,000.00	PUSE VACANT COMMERCIAL	TRS 14, 15 & 16 BLK 18
10321 W ATLANTIC AVE	Taxbl \$ 3,920,511.00 Bldg \$ 0.00	Date 8/1/1999 1 Book 11315	TaxDist 73486	•
DELRAY BEACH FL 33446 9753	Land \$ 3,920,511.00	Page 0795	NAV	

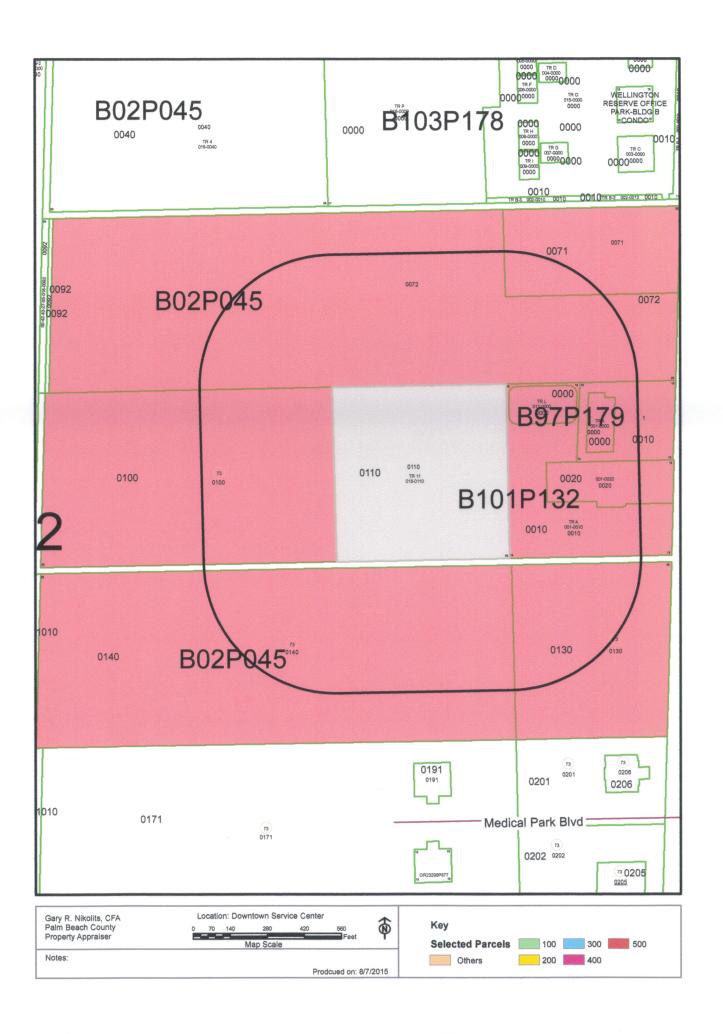
Property Appraiser GIS - Property Detail list by parcel control number

Property Appraiser GIS - PCN listing

Buffer:

S 00424327050180110

Buffer:500





Detail by Entity Name

Florida Limited Liability Company

VILLAGE PROFESSIONAL PARK, LLC

Filing Information

Document Number L05000025857 **FEI/EIN Number** 20-4035807 **Date Filed** 03/15/2005 **Effective Date** 03/14/2005

FL State

Status ACTIVE

Principal Address

10321 W ATLANTIC AVE DELRAY BEACH, FL 33446

Changed: 03/13/2006

Mailing Address

10321 W ATLANTIC AVE DELRAY BEACH, FL 33446

Changed: 03/13/2006

Registered Agent Name & Address

FINA. ROGER 10321 W ATLANTIC AVE DELRAY BEACH, FL 33446

Name Changed: 04/28/2008

Address Changed: 04/28/2008 **Authorized Person(s) Detail**

Name & Address

Title MGRM

FINA, ROGER 10321 W. ATLANTIC AVE. DELRAY BEACH, FL 33446

Annual Reports

Report Year	Filed Date
2013	04/30/2013
2014	04/10/2014
2015	03/05/2015

Document Images

03/05/2015 ANNUAL REPORT	View image in PDF format
04/10/2014 ANNUAL REPORT	View image in PDF format
<u>04/30/2013 ANNUAL REPORT</u>	View image in PDF format
04/30/2012 ANNUAL REPORT	View image in PDF format
04/27/2011 ANNUAL REPORT	View image in PDF format
04/08/2010 ANNUAL REPORT	View image in PDF format
04/30/2009 ANNUAL REPORT	View image in PDF format
<u>04/28/2008 ANNUAL REPORT</u>	View image in PDF format
03/29/2007 ANNUAL REPORT	View image in PDF format
03/13/2006 ANNUAL REPORT	View image in PDF format
03/15/2005 Florida Limited Liabilites	View image in PDF format

Copyright © and Privacy Policies State of Florida, Department of State